## IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NORTH CAROLINA WESTERN DIVISION NO. 5:12-CV-36-D

EVANSTON INSURANCE COMPANY,	)
Plaintiff,	)
	)
v.	) ORDER
	)
	)
	)
RESTAURANT MARKETING SERVICES,	)
LLC, MOBILE WAITERS GARNER, LLC,	)
919DINE.COM, JEFFREY SCOTT	)
ECKHOFF, JERRY THOMAS JORDAN	)
and ANGELINE MARIE JORDAN ENNIS,	)
Co-Administrators of the ESTATE OF	)
WILMA MARCOM JORDAN, NORTH	)
CAROLINA FARM BUREAU MUTUAL	)
INSURANCE COMPANY,	)
INTERNATIONAL EXCESS PROGRAM	)
MANAGERS AGENCY, INC., and	)
INTERNATIONAL EXCESS PROGRAM	)
MANAGERS, INC.,	)
	)
Defendants.	)

On November 14, 2012, plaintiff filed a motion for summary judgment pursuant to Rule 56 of the Federal Rules of Civil Procedure [D.E. 45]. No defendant responded in opposition.

The court has examined the evidence and briefs. Construing the facts in the light most favorable to the non-moving parties, there is no genuine issue as to any material fact and plaintiff is entitled to judgment as a matter of law declaring that the insurance policy issued by plaintiff to Mobile Waiters Garner, LLC affords no defense or indemnity to defendants Restaurant Marketing Services, LLC, Mobile Waiters Garner, LLC, 919Dine.Com, and Jeffrey Scott Eckhoff for damages sought in the action, "Jerry Thomas Jordan and Angeline Marie Jordan

Ennis, Co-Administrators of the Estate of Wilma Marcom Jordan v. Jeffrey Scott Eckhoff, Restaurant Marketing Services, LLC, Mobile Waiters Garner, LLC and 919Dine.com," 11 CVS 15550, Wake County Superior Court.

Accordingly, plaintiff's motion for summary judgment [D.E. 45] is GRANTED. The motion for summary judgment of defendants International Excess Program Managers Agency, Inc. and International Excess Programs Managers, Inc. [D.E. 47] also is GRANTED in light of the absence of coverage under the primary policy that plaintiff issued. The clerk shall close the case.

SO ORDERED. This 17 day of January 2013.

JAMES C. DEVER III

Chief United States District Judge